



Wisconsin
CREP
Conservation Reserve Enhancement Program

DATCP USE ONLY:
RECEIVED DATE:

THIS AGREEMENT is made and entered into by and between _____ County and landowner(s)

FUNDS PAID by the county under this agreement were obtained from a grant from the Wisconsin Department of Agriculture, Trade and Consumer Protection through the sale of tax- exempt general obligation State of Wisconsin bonds, issued under the provisions of s. 93.70 and s. 20.866(2)(wf), Wis. Stats.

NOTE: All signatures must be notarized.

LANDOWNER	COUNTY
<div>SIGNATURE OF LANDOWNER</div> <div>DATE</div> <div>(Attach and use Exhibit A1 if the landowner is a corporation, trust estate, partnership, etc.)</div>	<div>SIGNATURE OF AUTHORIZED COUNTY REPRESENTATIVE</div> <div>DATE</div>
<div>SIGNATURE OF LANDOWNER/SPOUSE (if applicable)</div> <div>DATE</div>	
<div>State of Wisconsin)</div> <div>) ss</div> <div>County of _____)</div> <div>Personally came before me this _____ day of _____, 20____ the</div> <div>above named _____ to me known to</div> <div>be the person(s) who executed the foregoing instrument and acknowledge the same.</div> <div>Signature of Notary Public</div> <div>Typed Name of Notary Public</div> <div>Notary Public, _____ County, State of Wisconsin</div> <div>My commission (is permanent) expires _____, 20_____.</div>	<div>State of Wisconsin)</div> <div>) ss</div> <div>County of _____)</div> <div>This instrument was acknowledged before me on _____ day of</div> <div>_____, 20_____, by _____</div> <div>as _____ of _____</div> <div>Signature of Notary Public</div> <div>Typed Name of Notary Public</div> <div>Notary Public, _____ County, State of Wisconsin</div> <div>My commission (is permanent) expires _____, 20_____.</div>

Please type or complete using black ink.

SECTION 1A. COUNTY INFORMATION

NAME OF RESPONSIBLE COUNTY AGENCY _____

TELEPHONE NUMBER

(_____) _____-_____

ADDRESS _____ CITY _____, STATE _____ ZIP CODE _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SECTION 1B. LANDOWNER INFORMATION

FSA FARM NUMBER

1.) NAME OF LANDOWNER(s) (Individual, Corporation, Partnership etc.) (Spouse of an individual owner must be included)

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER (_____) _____-_____

PERCENT OF PAYMENT _____

2.) NAME OF LANDOWNER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER (_____) _____-_____

PERCENT OF PAYMENT _____

3.) NAME OF LANDOWNER

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER (_____) _____-_____

PERCENT OF PAYMENT _____

NOTE: ALL MULTIPLE LANDOWNER PERCENTAGE PAYMENTS WILL BE MADE IN THE MANNER INDICATED ABOVE

CONTRACT PERIOD BEGINS: _____

CONTRACT EXPIRATION DATE

(Also CRP-1 Expiration date) : _____

SECTION 2. AGREEMENT PROVISIONS

A. The landowner agrees:

1. To abide by the terms and conditions of the United States Department of Agriculture (USDA) CRP-1 and its appendix and any addenda and the Conservation Plan previously approved and executed on the designated property, and to install the conservation practice(s) indicated on the approved Conservation Plan, for lands indicated in Exhibit "A". The CRP-1, CRP-1 Appendix and any addenda are hereby included by reference and become a part of this agreement. The federal Conservation Reserve Program agreement with the USDA is a prerequisite to, and underlies, this CREP agreement with the county. Any violation or cancellation of the federal CRP agreement, immediately violates and cancels this agreement.
2. To install conservation practice(s) under the specifications and schedule outlined in the Conservation Plan. The Conservation Plan, the construction plan and practice standards, the operation and maintenance plan, and any addenda, are hereby included by reference and become a part of this agreement.
3. To operate and maintain the practice(s) and land enrolled under this agreement for the agreement period specified in 1B.
4. To operate the practice(s) in such a manner as to avoid water quality problems.

County Agent Initials _____
Landowner Initials _____

5. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this agreement.
6. To acknowledge the right of the county to stop work, or withhold payments for installing practices or payments of any other grant funds, if it is found that the landowner, or construction contractor in their employment, has violated or breached this agreement.
7. To provide the county, as applicable, with evidence of payment in full for all services, supplies, and practices performed or installed pursuant to this agreement and the CRP agreement with FSA.
8. The county and its employees, officers and agents have the right of ingress and egress from and to the described property across all contiguous lands owned by the landowner for the purpose of exercising all rights and privileges granted herein including the right of inspection. The landowner may provide a designated route as indicated in Exhibit "A" to and from the described property which the county shall use if said route is reasonably convenient.
9. To repay incentive payments and payments for practices, immediately upon demand by the county, if the terms of this agreement are not complied with, or the installed practice(s) are not properly maintained, or are not operated in a manner so as to avoid water quality problems. If payback of the grant funds is required by the county within the first five years of this agreement, the payback required will not exceed 1.25 times the incentive payment and any practice payments received from the CREP through the county. If payback is required by the county after the first five years of the agreement, the payback will not exceed 1.15 times the incentive payment and any practice payments received from the CREP through the county. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the specified agreement period due to circumstances beyond the control of the landowner. However, the landowner must promptly replace the practice(s) without any additional practice payments or incentive payments under this agreement or the Wisconsin CREP.

B. The county agency agrees:

1. To provide technical assistance as it determines appropriate for the design, construction, and installation of conservation practice(s) required under the Conservation Plan, according to applicable NRCS standards.
2. To provide incentive payments up to the amount specified in Section 4., for land specified in Section 3A., enrolled in CREP, to the landowner, upon execution of this agreement with all required attachments. Incentive payments are contingent on receiving funding from DATCP.
3. To provide practice payments for installing the CREP practices, up to the amount specified in Section 3F., on land specified in Section 3A., to the landowner, upon certification that the practice(s) are complete and paid in full. Practice payments are contingent on receiving funding from DATCP.
4. To use the most cost-effective method to achieve program objectives.
5. To coordinate the CREP eligibility, and any unanticipated changes in practice components and costs, with the USDA FSA.
6. To promptly request funding under the provisions of the Wisconsin CREP contract with DATCP to facilitate timely payments to the landowner under paragraphs B2. and B3. above.
7. To promptly forward originals or copies of all documents to FSA and/or DATCP, as applicable, under the provisions of the Wisconsin CREP.
8. To collect and retain copies of all documents as proof of payment to the contractors and make these copies available to DATCP upon request. These documents may be obtained from FSA based on FSA's contract with the landowner for CRP.
9. To retain all documents resulting from this agreement for a minimum of three years beyond the end of the agreement period.

C. The parties agree that:

1. The county will report any violations of this agreement or the federal CRP agreement to FSA and DATCP. Any cancellation of the federal agreement by USDA, brought to the attention of the county, will also be reported to DATCP by the county. The county or DATCP may seek repayment of funds up to the maximum authorized under paragraph A9.
2. Satisfactory evidence of completion of a conservation practice will consist of a fully approved and executed USDA AD-862 form received by the county.
3. This agreement may be amended, by mutual written agreement of the parties, during its term, if the proposed changes will provide adequate vegetation and equal or greater control of water pollution or wildlife habitat.

D. Landowner appeal rights :

The landowner may appeal any decision of the county, regarding this grant, to the county in writing. The county corporation counsel will determine if the landowner is eligible for a hearing under chapter 68, Wis. Stats.

County Agent Initials _____ Landowner Initials _____

SECTION 3. LOCATION AND PAYMENTY INFORMATION (Attach additional sheets as necessary)

3A. NRCS ID _____				FARM # _____ TRACT# _____ CRP-1 CONTRACT # _____				
CP _____ (One practice per section)				<input type="checkbox"/> RIPARIAN <input type="checkbox"/> GRASSLAND				
MUNICIPALITY	ACRES	¼ ¼	1/4	SECTION	TOWNSHIP	RANGE	PARCEL TAX ID	FIELD #'s
TILLABLE		Rate: _____ X ACRES _____ X 1.5 =		3B. \$ _____				
NON-TILLABLE		Rate: _____ X ACRES _____ X 1.5 =		3C. \$ _____				
3D.TOTAL ACRES (both rental rates) _____		3E. INCENTIVE PAYMENTS (3B + 3C) \$ _____			3F. ESTIMATED PRACTICE PAYMENT² (.40 x Practice cost) \$ _____			

SECTION II

3A. NRCS ID _____				TRACT# _____ CRP1 CONTRACT # _____				
CP _____ (One practice per section)				<input type="checkbox"/> RIPARIAN <input type="checkbox"/> GRASSLAND				
MUNICIPALITY	ACRES	¼ ¼	1/4	SECTION	TOWNSHIP	RANGE	PARCEL TAX ID	FIELD #'s
TILLABLE		Rate: _____ X ACRES _____ X 1.5 =		3B. \$ _____				
NON-TILLABLE		Rate: _____ X ACRES _____ X 1.5 =		3C. \$ _____				
3D.TOTAL ACRES (both rental rates) _____		3E. INCENTIVE PAYMENTS (3B + 3C) \$ _____			3F. ESTIMATED PRACTICE PAYMENT² (.40 x Practice cost) \$ _____			

County Agent Initials _____
Landowner Initials _____

SECTION III

3A. NRCS ID _____				TRACT# _____ CRP1 CONTRACT # _____				
CP _____ (One practice per section)				<input type="checkbox"/> RIPARIAN <input type="checkbox"/> GRASSLAND				
MUNICIPALITY	ACRES	¼ ¼	1/4	SECTION	TOWNSHIP	RANGE	PARCEL TAX ID	FIELD #'s
TILLABLE	Rate: _____ X ACRES _____ X 1.5 =			3B. \$ _____				
NON-TILLABLE RATE	Rate: _____ X ACRES _____ X 1.5 =			3C. \$ _____				
3D.TOTAL ACRES		3E. INCENTIVE PAYMENTS			3F. ESTIMATED PRACTICE PAYMENT² (.40 x Practice cost)			
(both rental rates) _____		(3B + 3C) \$ _____			\$ _____			

¹ based on information from the appropriate form CRP-2C, Block #15² base on information in federal form CRP-1, Block #12**4. CERTIFICATION and PAYMENT REQUEST**

I certify that a copy of the following forms are enclosed, and that the lands indicated on the Conservation Plan match those on the executed 15 -Year Agreement.

☐ **CRP-1**
☐ **CRP-2C**
☐ **State Application and attachments (W-9 for all owners requesting a percentage of payment, property tax statement, aerial photograph)**
☐ **Environmental benefit report**

I hereby request, on behalf of the county, the following funds which represent the CREP incentive payment for this 15 -Year Agreement:

TOTAL INCENTIVE PAYMENT: \$ _____
(Add all 3Es)

SIGNATURE OF AUTHORIZED COUNTY REPRESENTATIVE

Landowner
Initials _____

Notice: Errors discovered in this reimbursement form will delay payment and may result in the need to redraft documents.

EXHIBIT A: LEGAL DESCRIPTION

Landowners _____

That part of the _____ 1/4 of the _____ 1/4 of Section _____ T R
in _____ County
more fully described as follows:

County Agent Initials _____
Landowner Initials _____



Wisconsin Dept. of Agriculture Trade and Consumer Protection
Agricultural Resource Management Division
PO Box 8911
Madison, WI 53708-8911
(608)-224-4634



**CORPORATION, TRUST, ESTATE, OR PARTNERSHIP
ACKNOWLEDGEMENT**

Signature of officer, trustee, personal representative, or partner

Date _____

Signature of officer, trustee, personal representative, or partner

Date _____

State of Wisconsin)
) ss
County of _____)

This instrument was executed and acknowledged before me on this _____ day of _____, _____
(month) (year)

by _____ as _____
(name of officer, trustee, personal representative, or partner) (title)

for _____
(organization)

Notary Public, State of Wisconsin

My commission (is permanent) expires _____, 20_____.

